REMARKS

Claims 13, 15-18, and 20-22 were rejected and remain pending. Reconsideration and allowance are respectfully requested.

Claim Rejections – 35 USC § 103

Claim 15 was rejected under 35 U.S.C. 103(a) as being unpatentable over Anderson et al. (U.S. Patent 5,744,883) ("Anderson") in view of "I saved $3,000 on a least, so can you by Bruce A. Goodman ("Goodman"). This rejection is respectfully traversed and reconsideration is requested.

The examiner's most recent comments suggest that background information may be helpful. As noted by the examiner, automobile dealers have long-since wanted to profit from automobile leasing. To do so, they have long-since desired to offer the lowest possible monthly lease payment to be competitive, while making a minimum profit on each transaction. However, prior to the invention of claim 15, automobile dealers did not know how to consistently accomplish these potentially-conflicting goals.

Claim 15 proposes a novel backwards approach to doing so. It includes starting with a target profit; calculating the monthly payment which each of several lease programs would require to obtain that target profit (also constrained by an amount of available cash and other financial information about the customer); and selecting the lease program which requires the smallest monthly payment.

Neither Anderson nor Goodman disclose such an novel approach, either alone or in combination. Nor does what they do disclose render this novel backwards approach obvious.

Anderson classifies finance programs based on the credit rating which each requires. *See, e.g.,* Col. 12, lines 42-56. Anderson then determines a buyer's credit rating and selects the finance program which matches it. *Id.* Finally, Anderson calculates the profit which the selected program will make and compares it with a threshold. *See* Col. 28, line 62 – col. 29, line 4. If the program exceeds this threshold, the deal is allowed. *Id.* Otherwise, the deal is blocked. *Id.*

Significantly, Anderson's approach usually failed to achieve either goal of claim 15. The profit was usually higher than the target amount and the monthly payment was rarely the lowest available. Indeed, whether a different finance program could have provided the threshold profit with a lower monthly payment – the primary focus of claim 15 -- is nowhere even considered in Anderson.

The examiner appears to recognize this gaping deficiency, but urges that it is filled by Goodman. This is not correct. Goodman merely discloses that dealers would like to make a target profit and would like to offer a low monthly payment. Like Anderson, however, Goodman fails to disclose any means of achieving these potentially-conflicting goals. Indeed, Goodman does not even disclose that, at the end of the described negotiations, a target profit was achieved or that the customer received the lowest available monthly payment.

What these references do demonstrate is a long felt but unsolved need for a means of achieving both a target-profit and the potentially-conflicting goal of the lowest monthly payment. Thus, they serve as evidence of the unobviousness nature of the invention of claim 15, not vice versa.

Claims 13, 16-18, and 20 were rejected under 35 U.S.C. 103(a) as being unpatentable over Anderson in view of K. McCormally ("What to know when you lease a car") ("McCormally"). This rejection is respectfully traversed and reconsideration is requested.

Claim 13 is directed to a different facet of the invention. Like claim 15, claim 13 is directed to what has also been a long-felt but unsolved need – a method for an automobile dealer to make the highest possible profit while providing competitive terms to the customer.

Needless to say, there are thousands if not hundreds of thousands of possible approaches to addressing this need. None, however, follow or suggest the approach of claim 13.

Like claim 15, a key feature of claim 13 is to methodically compute the profit made by a set of leasing programs. Unlike claim 15, however, claim 13 recites that the computation is restrained by a target monthly payment (and also an amount of available cash and other financial information about the customer). The leasing program which yields the largest profit is then selected.

Anderson wants to select a financing program which yields the highest profit. Substantially unlike claim 13, however, Anderson does not compare the profit that would be generated by a set of these programs. Instead, and as explained above, Anderson classifies finance programs based on the credit rating which each requires. *See, e.g.,* Col. 12, lines 42-56. Anderson then determines a buyer's credit rating and selects the finance program which matches it. *Id.*

In other words, Anderson assumes that a financing program which requires a higher credit rating will be more profitable to the dealer than one which does not. Although this may be true in some case, it is not always true. Thus, the method employed by Anderson is substantially different than the one recited in claim 13 and will sometimes fail to result in the most profitable program being selected – the primary purpose of claim 13.

McCormally falls far short of making up for this deficiency. McCormally merely discloses that a dealer can increase profit, without changing the monthly payment, by increasing the lease rate. However, this is a far cry from suggesting that the profit made by a set of leasing programs should be methodically computed and that the one yielding the highest profit should be selected. Indeed, the suggestion in McCormally that the dealer may increase the lease rate to increase profit could be done with just about every lease program. It does not suggest calculating the profit from each of a set of lease programs, a feature of claim 13 which is also plainly lacking from Anderson.

Claim 16 is a computer-readable storage media counterpart to method claim 13. It is patentable in view of the applied references for the same reasons discussed above in connection with Claim 13.

Claim 18 is similar to claim 13 and is patentable in view of the applied references for comparable reasons to those discussed above in connection with Claim 13.

Claim 20 is a computer system counterpart to method claim 13. It is patentable in view of the applied references for the same reasons as discussed above in connection with claim 13.

Claim 21 is a computer-readable storage media counterpart to method claim 18. It is patentable in view of the applied references for the same reasons as discussed above in connection with claim 18.

Claims 17 and claim 22 are dependent upon claims 13 and 18, respectively. Claims 17 and 22 are therefore patentable in view of the applied references for the same reasons as discussed above in connection with these independent claims.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that this application is now in condition for allowance and early notice of the same is earnestly requested.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper or any other paper or matter in this application, including extension of time fees, to Deposit Account 501946, and please credit any excess fees to such deposit account.

Respectfully submitted,
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